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OF COUNSEL
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RECEIVED
SURFACE TRANSPORTATION
BOARD

October 1, 1997

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Rider (RIOR2), dated as of August 27, 1997 to the Net Lease Agreement, a ^{primary} ~~secondary~~ document as defined in the Board's Rules for the Recordation of Documents.

~~The enclosed document relates to the Lease Agreement, which was previously filed with the Board under Recordation Number _____.~~

The names and addresses of the parties to the enclosed document are:

Lessor: The Andersons
P.O. Box 119
Maumee, Ohio 43537

Lessee: Rio Grande Chemical Sales Co.
PO Box 69
McAllen, TX 78505

A description of the railroad equipment covered by the enclosed document is:

twenty (20) cars set forth on Exhibit A to the Net Lease Agreement

Counter parts - K. Bartman

Vernon A. Williams
October 1, 1997
Page 2

Also enclosed is a check in the amount of \$24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. W. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

NET LEASE AGREEMENT #199401-RIO
RIDER 199401-RIOR2

RECORDATION NO. 20915
OCT 1 '97 2-25 PM

This Rider to the Lease Agreement made as of August 2, 1994 between Lessor and Rio Grande Chemical ("Lessee") is made on August 27, 1997. The provisions of the Net Lease Agreement Lease # 199401-RIO, solely as they relate to the cars leased under this Rider are incorporated by reference into and shall be deemed an instrument of Lease separate from any other Rider under the Lease.

Lessor and Lessee agree as follows:

1. All terms defined in the Agreement shall have the meanings as defined therein when used in this Rider.
2. Lessor hereby leases the following 20 Cars to Lessee subject to the terms and conditions of the Agreement and this Rider.

Car Numbers: See Attached Exhibit "A".

3. The term of the Agreement with respect to each Car described in this Rider shall commence the date each Car arrives at the delivery point of receipt and shall continue as to all of the Cars described in this Rider until September 30, 2004. Delivery point of receipt is either Eagle Pass, TX or Laredo, TX.
4. The fixed rent shall be One Hundred Sixty Dollars U.S. (\$160.00) per Car per month for each full calendar month. The pro-rata rental rate for any Car not subject to an entire month shall be Five Dollars and Twenty-Six Cents U.S. (\$5.26) per day for such Car during such month.
5. Lessor hereby agrees that Lessee shall, at the end of the term of this Rider, have the option to purchase the Cars for the selling price of Two Thousand Four Hundred Dollars U.S. (\$2,400.00) per Car, provided that Lessee is not then in default under the Lease. Lessee may exercise this option to purchase the Cars by giving Lessor written notice of its intention to do so at least sixty (60) days prior to the expiration of this Rider. Upon receipt of payment in full, in immediately available funds, Lessor will deliver appropriate documents to Lessee vesting in Lessee title to the Cars, unencumbered as to liens arising by or through Lessor, provided all amounts due under the Lease have been paid by Lessee. If Lessee exercises its option to purchase Cars at the end of the lease, Lessee will take the Cars "as is" "where is" without representation or recourse.
6. This item supersedes Item 23 (a) in the Lease Agreement. At its own expense, Lessee shall, throughout the term of this Lease and until the last Car is redelivered to Lessor maintain all risk property insurance in the amount as calculated under Rule 107 AAR Interchange Rules, Lessee's policy shall be primary and without contribution by Lessor. Lessee shall name Lessor and its related businesses as loss payee on such property insurance. The insurance and indemnity provisions in Item 23 of the Agreement and Item 23 (a) as set forth herein this paragraph may be transferred to Lessee's sublessee(s).
7. Lessor gives permission to Lessee to restencil Cars to RGCX marks and also give Lessee permission to sublease Cars for use in Mexico. Cars to be restenciled by Lessor prior to initial movement from Maumee, OH.
8. The Andersons will be responsible to pay up to Five Hundred Dollars U.S. (\$500.00) of freight transportation charges for the initial move on NSC either to New Orleans, LA or to E. St. Louis, IL.

Lessor

THE ANDERSONS, INC.

By: _____

Title: VP and GM Manufacturing Division

Date: _____

7/8/97

Lessee

RIO GRANDE CHEMICAL

By: _____

Title: _____

Date: _____

President
9/4/97

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Rio Grande Chemical
Net Lease #199401-RIOR2
EXHIBIT A

OLD CAR NUMBERS		
1	BAEX	80
2	BAEX	107
3	BAEX	109
4	BAEX	111
5	BAEX	113
6	BAEX	116
7	BAEX	117
8	BAEX	119
9	BAEX	120
10	BAEX	121
11	BAEX	122
12	BAEX	125
13	BAEX	128
14	BAEX	132
15	BAEX	135
16	BAEX	136
17	BAEX	141
18	BAEX	147
19	BAEX	148
20	BAEX	153

NEW CAR NUMBERS		
1	RGCX	150
2	RGCX	151
3	RGCX	152
4	RGCX	153
5	RGCX	154
6	RGCX	155
7	RGCX	156
8	RGCX	157
9	RGCX	158
10	RGCX	159
11	RGCX	160
12	RGCX	161
13	RGCX	162
14	RGCX	163
15	RGCX	164
16	RGCX	165
17	RGCX	167
18	RGCX	168
19	RGCX	169
20	RGCX	170

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PA

District of Columbia)
)
City of Washington) ss:

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Net Lease Agreement Rider 199401-RIOR2" dated as of August 27, 1997, between The Andersons Inc. and Rio Grande Chemical is a true and complete copy of the original thereof.

Certified this 1st day of October, 1997.


NOTARY PUBLIC

My commission expires: 3-31-2000